

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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In Re:	:	
	:	
SHAUNICE NICOLE ADAMS	:	
AKA SHAUNICE N. ADAMS-ROWLETTE	:	
AKA SHAUNICE N. ADAMS	:	
xxx-xx-1275	:	
Debtor .	:	CHAPTER 13
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	:	
U.S. Bank National Association as	:	
Legal Title Trustee for Truman 2016	:	Case Number: 17-11604/PMM
SC6 Title Trust	:	
Movant,	:	
v.	:	
SHAUNICE NICOLE ADAMS	:	
AKA SHAUNICE N ADAMS-ROWLETTE	:	
AKA SHAUNICE N. ADAMS	:	
	:	
Debtor,	:	
And	:	Hearing Date: March 12, 2020
	:	
SCOTT WATERMAN	:	
	:	
Trustee,	:	
	:	
Respondents.	:	
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**STIPULATION RESOLVING CERTIFICATION OF DEFAULT BY US BANK, NA, AS  
LEGAL TITLE TRUSTEE FOR TRUMAN 2016 SC6 TITLE TRUST FOR RELIEF  
FROM THE AUTOMATIC STAY TO PERMIT MOVANT TO EXERCISE ITS RIGHTS  
UNDER STATE LAW AGAINST CERTAIN REALTY KNOWN AS 3 STONECREEK  
CT., EASTON, PENNSYLVANIA 18045**

THIS matter being opened to the Court by secured creditor, US Bank NA as Legal Title Trustee for Truman 2016 SC6 Title Trust, (hereinafter "US Bank"), by and through its counsel Emmanuel J. Argentieri of the law office of Romano Garubo & Argentieri, upon the filing of a

certification of default requesting relief from stay as to real property, more commonly known as 3 STONECREEK CT., EASTON, PENNSYLVANIA 18045; and David Gellert, Esquire having filed an objection thereto on behalf of Debtor; and it appearing that the parties have amicably resolved their differences and for good cause shown;

1. If any valid proofs of payment are produced by the Debtor that have not yet been credited, her post-petition mortgage account shall be adjusted accordingly.

2. Debtor recently brought her post-petition mortgage account current through February 1, 2020.

3. Debtor shall tender the sum of \$500.00 directly to US Bank on or before the close of business for June 24, 2020 for reimbursement of attorney fees and costs in having to serve the notice of default; and filing and serving of the certification of default. The payment should be forwarded to: c/o Rushmore Loan Management Services PO Box 52708, Irvine, CA 92619.

4. Commencing with the March 1, 2020 post-petition mortgage payment and continuing each month thereafter for the duration of this Chapter 13 proceeding, Debtor shall remit payments directly to US Bank as same come due.

5. The provisions of this stipulation do not constitute a waiver by the Moving Party of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

6. If the case is converted to a Chapter 7 case, US Bank shall file a Certification of Default with the Court and the Court shall enter an Order granting it relief from the automatic stay.

7. If any of the aforementioned stipulation payments and/or regular monthly mortgage payments commencing after the cure of the post-petition delinquency are more than

thirty (30) days late, US Bank may send Debtor a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel for US Bank may file a Certification of Default with the Court and the Court shall enter an Order granting it relief from the automatic stay as to the mortgaged property herein.

*The undersigned hereby consent to the form and entry of the within order.*

/S/EMMANUEL J. ARGENTIERI

Emmanuel J. Argentieri, Esquire  
Attorney for Secured Creditor, US Bank

Date: 3/17/2020

/S/DAVID S. GELLERT

David S. Gellert, Esquire  
Attorney for Debtor, Shaunice Nicole Adams

Date: 3/23/2020

AND NOW, this 1st day of April, 2020 it is hereby ORDERED  
that the foregoing Stipulation is approved.



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Honorable Patricia M. Mayer  
U.S. Bankruptcy Judge  
Eastern District of  
Pennsylvania